

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 517 OF 2005

Sikander Qureshi
Proprietor of M/s.S.Q.Enterprises.

... Appellant.

Versus.

Mehboob Ali Mehmood Ali & others.

... Respondents.

Shri Avinash D.Kango for the Appellant.

Ms.Nutan S.Moily for the Respondents.

CORAM : ABHAY S. OKA, J.

DATED : 26th April, 2005.

P.C.:

1. Heard the learned Counsel appearing for the parties. The Appellant/original Plaintiff is a developer who claims to have acquired rights of development under a Memorandum of Understanding. The prayer in the suit filed by the Appellant/Plaintiff is for declaration that the irrevocable power of attorney executed by the owner in favour of the Appellant is valid and subsisting. Considering the nature of prayers in the suit, the learned trial Judge has recorded prima-facie finding that the Appellant is not entitled to any interim relief. The learned trial Judge has also observed that the Appellant has not prayed for specific performance of the Memorandum of Understanding. The learned trial Judge also held that prima-facie the Memorandum of Understanding relates to only one city survey number whereas prayer made in the suit relates to two other

city survey numbers. Considering the nature of prayers made in the suit, the learned trial Judge was right in holding that the Appellant is not entitled to any interim relief.

2. There is no merit in the Appeal from Order and the same is dismissed with no order as to costs.

3. All contentions of the parties in the pending suit are kept open.

4. Parties to act on authenticated copy of this order.

Judge.